

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

IN RE:

DANNY K. ZACHARY, JR.,

Debtor.

Case No. 08-10960-JKC-7

MAINSOURCE BANK,

Plaintiff,

v.

DANNY K. ZACHARY, JR.,

Defendant.

Adversary Proceeding No. 08-50658

AGREED FINAL JUDGMENT ENTRY

COME NOW the Plaintiff MainSource Bank ("MainSource"), in person and by counsel, and the Debtor-Defendant Danny K. Zachary, Jr. ("Zachary"), in person and by

counsel, and stipulate and agree, subject to the approval of this Court, to the entry of final judgment in this adversary proceeding as follows:

1. Zachary filed a voluntary Petition for Relief under Chapter 7 of Title 11 of the United States Code on September 6, 2008 in this Court under Case No. 08-10960-JKC-7.

2. This adversary proceeding was timely commenced by MainSource on December 23, 2008 by the filing of a Complaint to Determine Dischargeability of Debts (the "Complaint") pursuant to 11 U.S.C. §523.

3. This Court has jurisdiction to hear and determine this adversary proceeding pursuant to 28 U.S.C. §1334(a), and Fed. R. Bankr. P. 7001(6).

4. Venue of this adversary proceeding is properly laid in this Court pursuant to 28 U.S.C. §1409(a).

5. This Court has jurisdiction over the parties hereto and the subject-matter hereof.

6. On April 8, 2009, MainSource filed in this adversary proceeding a Motion for Default Judgment and Request for Hearing on Damages.

7. By order of May 29, 2009, this Court granted said Motion for Default Judgment and Request for Hearing on Damages.

8. A hearing on damages to determine the amount and particulars of the relief to which MainSource is entitled under its Complaint in this adversary proceeding is currently scheduled for July 23, 2009.

9. Zachary and MainSource hereby expressly stipulate and agree that the amount of damages to which MainSource is entitled under its Complaint in this adversary proceeding is the sum of \$148,849.82 plus costs.

10. Zachary and MainSource hereby expressly stipulate and agree that MainSource shall have and recover final judgment against Zachary on MainSource's Complaint in this adversary proceeding in the sum of \$148,849.82 plus costs.

11. Zachary and MainSource hereby expressly stipulate and agree that this final judgment, and the debts upon which it is based, are and shall remain nondischargeable in bankruptcy pursuant to 11 U.S.C. §523(a)(2).

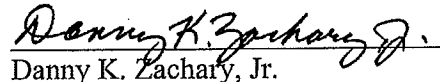
12. Inasmuch as the Dealer Agreement, upon which this judgment and the debts upon which it is based arose, provides that MainSource is entitled to recover from Zachary its attorneys fees and other expenses in enforcing its right thereunder, Zachary and MainSource expressly stipulate and agree that MainSource shall be entitled to recover from Zachary as a part of this judgment such post-judgment attorneys fees and expenses as MainSource may hereafter incur in enforcing and collecting this judgment.

LAW OFFICE OF COLBY J. LEONARD

Danny K. Zachary, Jr.



Colby J. Leonard
Attorney for Debtor-Defendant Danny K. Zachary, Jr.



Danny K. Zachary, Jr.

HARRISON & MOBERLY, LLP

MAINSOURCE BANK

David J. Theising
Attorney for Plaintiff MainSource Bank

by: _____
Mark W. Lehman
Collections Manager

9. Zachary and MainSource hereby expressly stipulate and agree that the amount of damages to which MainSource is entitled under its Complaint in this adversary proceeding is the sum of \$148,849.82 plus costs.

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LAW OFFICE OF COLBY J. LEONARD

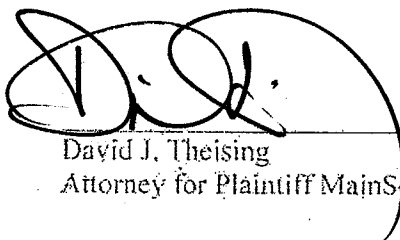
Danny K. Zachary, Jr.

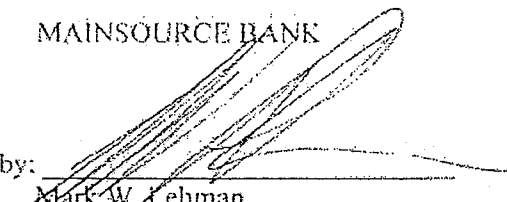
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Attorney for Debtor-Defendant Danny K. Zachary, Jr.

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MAINSOURCE BANK


David J. Theising
Attorney for Plaintiff MainSource Bank

by: 
Mark W. Lehman
Collections Manager